

7033

RECORDATION NO. _____ Filed & Recorded

UNION TANK CAR COMPANY

MAY 24 1973 - 12 00 PM

HOPPER CAR NON-MAINTENANCE AGREEMENT
FEDERAL RESERVE BANK OF CHICAGO
UNITED STATES DEPARTMENT OF COMMERCE COMMISSION

Effective this 17th day of May, 1973, UNION TANK CAR COMPANY, CHICAGO, ILLINOIS, a Delaware Corporation, (hereinafter referred to as LESSOR) and George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the property of PENN CENTRAL TRANSPORTATION COMPANY, Debtor (hereinafter referred to as LESSEES), agree as follows:

1. LESSOR will lease to LESSEES pressure differential covered hopper cars (Cars) at rental rates and for rental periods set forth in Rider 1 hereto.
2. LESSEES will pay LESSOR for the use of the Cars such rental charges from the date each car is accepted by LESSEES until the date such car is returned and accepted by LESSOR. Rent will be payable in arrears on the 10th day of each month.
3. Cars leased under this Agreement shall bear reporting marks of LESSEES and LESSEES shall be responsible for registering the Cars in proper publications and tariffs.
4. Any and all mileage allowed by the railroads on the Cars shall be collected and retained by LESSEES. LESSEES will report all mileage, by car number, generated by

the cars as required by LESSOR.

5. Any demurrage, track storage or detention charge imposed in connection with any car covered by this Agreement shall be the liability of LESSEE or consignee. LESSEES' tracks shall be considered home tracks for the cars covered by this Agreement and LESSOR shall have the use thereof, without charge. LESSEE will perform and/or pay for all switching of such cars within or about its plant. Whenever any of LESSEES' plants may be located on or served by a so-called industrial railroad, LESSEE shall be liable for all costs incidental to the operation of LESSOR'S cars on or moving over such railroad.

6. Any cleaning after initial cleaning for acceptance of the Cars that may be necessary to prepare them for shipment of commodities by or for LESSEES shall be done at LESSEES' expense and responsibility unless otherwise agreed.

7. The LESSEES are responsible for maintaining and repairing the Cars furnished hereunder in accordance with the Interchange Rules of the Association of American Railroads, the Regulations of the Federal Railroad Administra-

tion and the rules and regulations of any other Federal and State authorities having jurisdiction. Any mandatory equipment changes to the Cars which shall be required by any of these regulatory bodies during the term of this Agreement shall be applied by and at the expense of the LESSEES. LESSEES' temporary loss of the use of any Car due to required maintenance, repair or mandatory equipment changes, shall not affect the rental charges payable to LESSOR in respect of such Car.

8. LESSEES shall be liable for loss of or damage to any Car, or parts thereof whether or not such loss or damage is due to the negligence of LESSEES or their sublessee or consignee or consignor. Settlement for lost or destroyed Cars shall accord to the Interchange Rules of the Association of American Railroads.

9. It is the duty of LESSEES to know that the Cars are in proper condition for loading and shipment.

10. LESSOR shall not be liable for any loss or damage to commodities loaded in the Cars.

11. If a Car be destroyed, rental therefor shall cease on the date of such destruction and LESSOR shall have the right, but shall not be obligated to substitute therefor,

another car of the same type and capacity.

12. In the event any taxes or assessments, except income taxes levied against LESSOR, are levied against the Cars or the rental paid for the use of the Cars covered by this Agreement by any Federal, Provincial, State, Municipal or Local authority in addition to those taxes or assessments in effect on the effective date of this lease, the LESSEES agree to pay LESSOR in addition to any other amounts due hereunder, a sum equal to the amount of any such additional taxes or assessments. LESSEES also agree to pay LESSOR in addition to any other amounts due hereunder, a sum equal to the amount of any foreign tax or assessment including customs duties, which may be levied against the Cars or the rentals paid for the use of the Cars while used by LESSEES in international service.

13. LESSEES agree to use the Cars exclusively in their own service within the boundaries of the United States (exclusive of Hawaii and Alaska), or in international service between Canada or Mexico and the United States (exclusive of Hawaii and Alaska). LESSEES agree not to assign the Cars or any interest in this Agreement without the prior consent of Lessor. No title in the Cars

shall vest in the LESSEES or in the LESSEES' successors or assigns by reason of this Agreement or by reason of the delivery to, or use by the LESSEES of the Cars.

Notwithstanding any other provision of this Agreement, LESSEES shall have the right to sublease any or all of the Cars without prior consent of LESSOR, to a railroad or other corporation, provided, however, that notwithstanding any such sublease, the LESSEES shall continue to remain liable to LESSOR for the fulfillment of the LESSEES' obligations under this Agreement. Provided further, LESSEES shall serve LESSOR with written notification of their intent to sublease any or all of the Cars, and LESSOR shall have 30 days after receipt of notice within which to notify LESSEES, in writing, that the lease is terminated as to those Cars LESSEES intend to sublease. In the event of termination, rentals and all other obligations will abate upon LESSOR'S acceptance as provided in Rider No. 1, page 2 of 2, hereto. Any sublease of the Cars shall be subject to the provisions of this Agreement.

14. This Agreement and all rights of LESSEES hereunder are subject and subordinate to any Chattel Mortgage on the Cars leased or to be leased hereunder and to the

rights of any Trustee under any Equipment Trust heretofore or hereafter established with respect to any Cars leased or to be leased hereunder, provided that, so long as the LESSEES are not in default hereunder, the obligations of the LESSEES hereunder will terminate if the possession or use of the Cars or any of them by the LESSEES is terminated due to the action of any person claiming by, through or under the LESSOR. Any sublease of Cars made by LESSEE shall be expressly made subject and subordinate to any such Chattel Mortgage or Equipment Trust and the rights of the Trustee thereunder.

15. LESSOR will mark the Cars with LESSEES' reporting marks prior to delivery of the Cars to LESSEES. Upon termination of this Agreement, the LESSEES will remove the reporting marks and any other markings they may have placed on the Cars and restore LESSOR'S reporting marks.

16. This Agreement will be effective as dated and when executed by both parties and will expire upon completion of the leasing arrangement shown on attached riders of the last Car or Cars covered hereunder.

UNION TANK CAR COMPANY
(LESSOR)

GEORGE P. BAKER, RICHARD C.
BOND and JERVIS LANGDON, JR.,
TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION
COMPANY, DEBTOR

(LESSEES)

By: R. H. Brown
Asst. Vice President-Fleet Services

By: W. C. Dirvine
VICE-PRESIDENT

Witness:

H. A. Jensen
SUPERVISOR-CONTRACTS

Witness:

W. N. Durlin
ASSISTANT SECRETARY

RIDER NO. 1.

Effective this 17th day of May, 1973, this rider shall become a part of the Hopper Car Non-Maintenance Agreement between UNION TANK CAR COMPANY, LESSOR, and GEORGE P. BAKER, RICHARD C. BOND AND JERVIS LANGDON, JR., TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, LESSEES, dated May 17, 1973, and the cars described herein shall be leased to Lessees subject to the terms and conditions in said Hopper Car Non-Maintenance Agreement during the term and for rental shown below:

<u>CLASS AND TYPE OF CAR</u>	<u>APPROXIMATE CAPACITY (Cubic Feet)</u>	<u>MONTHLY RENTAL (Per Car)</u>
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AAR 207-A-40-W

Special Cars - Cylindrical Tanks with five (5) internal conical hoppers, six inch (6") discharge lines, and four (4) loading hatches.	3,000	\$250.00
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(41 cars)

<u>UTLX CAR NUMBERS</u>				<u>PENN CENTRAL CAR NUMBERS</u>
80202	80221	80234	80247	897050 - 897090, both inclusive
80206	80223	80235	80248	
80207	80224	80236	80249	
80208	80225	80237	80250	
80210	80226	80238	80251	
80214	80227	80239	80252	
80215	80228	80240	80253	
80216	80229	80242	80287	
80217	80232	80243	80294	
80218	80233	80246	80309	
80219				

The cars will be delivered F.O.T./Tracks at ^{Whiting} Buffalo, ^{Lessees'} Indiana, New York, and will be returned by Lessees at the end of the term of this agreement at a point designated by Lessor on the lines of railroad operated by Lessees.

RTD
WRD

All cars, when returned to Lessor, must be clean and free of all commodity and must be in the same condition as furnished, except for normal wear and tear. If any car returned is not in the aforesaid condition, such car will not be accepted by Lessor until the condition of car is made acceptable. All reasonable cost of making any car acceptable will be paid by Lessees and rental for such car will continue until a reasonable period of time in which to make the car acceptable has elapsed, or until it is accepted by Lessor, whichever is earlier.

The minimum rental period for the cars leased hereunder shall be sixty (60) months. The term of this agreement may be extended for further successive periods of sixty (60) months each upon the giving by Lessees to Lessor of written notice at least sixty (60) days prior to the end of the initial term or any subsequent term, PROVIDED that such renewal shall not take effect if within thirty days after receipt of such notice by Lessor, Lessor shall notify Lessees of its intention to terminate this agreement at the end of the then current term. Thereafter this rider will terminate automatically upon the date the last car covered by this rider is returned and accepted by Lessor.

UNION TANK CAR COMPANY (LESSOR)

GEORGE P. BAKER, RICHARD C. BOND
AND JERVIS LANGDON, JR., TRUSTEES
OF THE PROPERTY OF PENN CENTRAL
TRANSPORTATION COMPANY, DEBTOR
(LESSEE)

By:

R. I. Brown

Asst. Vice President-Fleet Services

By:

W. D. Irvine

VICE-PRESIDENT

Witness:

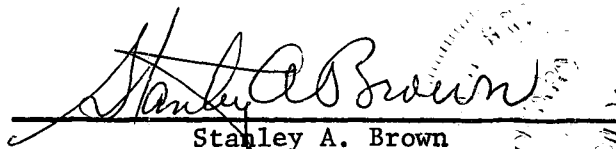
H. A. Jensen
SUPERVISOR-CONTRACTS

WITNESS:

H. S. Gurlin
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 17th day of May, 1973,
before me personally appeared R. G. Brown ,
to me personally known, who, being by me duly sworn,
said that he is Asst. Vice President-Fleet Services of
Union Tank Car Company; that the attached Agreement and
Rider were signed on this day on behalf of said Company
by authority of its Board of Directors, and he acknow-
ledged that the execution of the foregoing instruments
was the free act and deed of said Company.


Stanley A. Brown

Notary Public, Chicago, Cook Co.

COMMONWEALTH OF PENNSYLVANIA) My Commission Expires January 12, 1977
) SS:
COUNTY OF PHILADELPHIA)

On this 15th day of May , 1973,
before me personally appeared W. R. DIVINE ,
to me personally known, who, being by me duly sworn said
that he is a Vice President of the Trustees of the property
of Penn Central Transportation Company, Debtor; that the
attached Agreement and Rider were signed by him on this day
on behalf of and by authority of the Trustees of the property
of Penn Central Transportation Company, Debtor, and he
acknowledged that the execution of the foregoing instruments
was the free act and deed of said Trustees.


PAUL T. MacINTIRE

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires October 4, 1976

NOTICE OF ASSIGNMENT

This is to advise that, effective April 1, 1976,
12:01 a.m., the Financing Agreement described below has
been assigned to the Consolidated Rail Corporation by the
Trustees of: Penn Central Transportation Company
Six Penn Center Plaza
Philadelphia, PA 19104

The Financing Agreement is a Lease Agreement
, dated 5/17/73
bearing the ICC recordation number 7033
The payee's name and address is:

Union Tank Car Company
111 West Jackson Boulevard
Chicago, Illinois 60604

This Notice of Assignment has been placed in the
file of the ICC recordation number listed above and the entire
assignment is contained in the ICC recordation file stamped
in the margin of this assignment. A copy hereof will be
promptly mailed to the payee listed above for distribution
to the beneficial holder(s) of the Financing Agreement described
in this Notice of Assignment.

Consolidated Rail Corporation